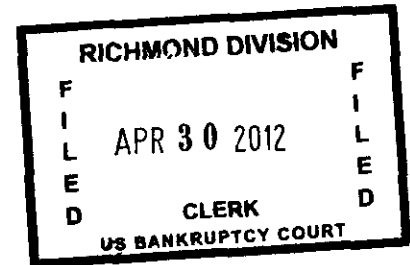


From: Ferguson Cabling Corporation.  
To: UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION

In re:  
CIRCUIT CITY STORES, INC., et al.,  
Debtors.

.....

Chapter 11  
Case No. 08-35653-KRH  
(Jointly Administered)



Re: This is Ferguson Cabling response to rejection of claims:  
Case 08-35653-KRH Doc 11808  
Filed 03/30/12  
Entered 03/30/12 15:29:20 Desc  
Clerk of the Bankruptcy Court  
United States Bankruptcy Court  
701 East Broad Street – Room 4000  
Richmond, Virginia 23219

From Ferguson Cabling Corp in response to:

Case 08-35653-KRH Doc 11808 Filed 03/30/12 Entered 03/30/12 15:29:20

Date Filed: 12/22/200  
Claim Number: 2000185101  
Name Address Notice Name Docketed: FERGUSON CABLING CORP 203 Orange St Palm Harbor, FL  
34683  
Claim Amount \$13,390.00  
Docketed Claim Class: U  
Debtor(s): CIRCUIT CITY STORES, INC  
Proposed Modified Claim Amount: \$0.00  
Debtor(s) Comments: The Trust disputes the basis and validity of this claim in it's entirety.

Case 08-35653-KRH Doc 11808 Filed 03/30/12 Entered 03/30/12 15:29:20 Desc  
Clerk of the Bankruptcy Court  
United States Bankruptcy Court  
701 East Broad Street – Room 4000  
Richmond, Virginia 23219

Response:

Claimant Name: Mark Ferguson, President, Ferguson Cabling Corporation

Amount of Claim: \$13,390.00

Basis of Claim: Unpaid invoices numbers 3198, 3241, and 3242. Invoices are attached as attachment "A".

Statement to Support Claim:

Ferguson Cabling performed work per the Circuit City Stores, Inc. Home Installation Services Agreement. See attachment "B". Ferguson Cabling technicians installed cat5e and coax cable to units under construction in ICON towers 1 and 2. The specific units and line item quantities are detailed on the invoices.

We had been paid for previous invoices for identical work. See attachments "C". This work was completed per contract; however, the invoices were never paid. We requested information on getting the invoices paid in an email which was responded to by Keila Carrasco on September 09, 2009. See attachment "D".

I would appreciate your consideration of these claims, as they are legitimate for work performed in good faith. Ferguson Cabling is a small business and this amount is significant to us.

I have full authority to settle this claim on behalf of Ferguson Cabling. Please see my contact information below.

Mark Ferguson  
President, Ferguson Cabling Corporation

FERGUSON CABLING CORP  
203 Orange St  
Palm Harbor, FL 34683  
727-786-9473  
Fax 727-812-1655  
Cell 727-642-6189  
Email: [markf@fergusoncabling.com](mailto:markf@fergusoncabling.com)

CC:

Jeffrey N. Pomerantz, Esq.  
Andrew W. Caine, Esq.  
(admitted pro hac vice)  
PACHULSKI STANG ZIEHL & JONES LLP  
10100 Santa Monica Boulevard  
Los Angeles, California 90067-4100  
Telephone: (310) 277-6910  
Telecopy: (310) 201-0760  
Counsel for the Circuit City Stores, Inc. Liquidating Trust

Lynn L. Tavenner, Esq. (VA Bar No. 30083)  
Paula S. Beran, Esq. (VA Bar No. 34679)  
TAVENNER & BERAN, PLC  
20 North Eighth Street, 2nd Floor  
Richmond, Virginia 23219  
Telephone: (804) 783-8300  
Telecopy: (804) 783-0178

# Attachment

A

**[lindamazone@tampabay.fl.com](mailto:lindamazone@tampabay.fl.com)**

# Invoice

Invoice Date	Invoice #
10/28/2008	3198

## Bill To

**Circuit City  
Home Builder Services  
9954 Mayland Drive - DR3  
4th Floor  
Richmond, VA 23233**

Journal 10/28/08

Work Order	Terms	Project
Mike Owens	Net 30	ICON - Miami

Quantity	Description	Rate	Amount
71	Connections - Tower II - Floor 57	25.00	1,775.00
37	Connections - Tower III - Floor 40	25.00	925.00

**Scope of Work** ICON Installation - W/E 10/26/08

**Total**

**\$2,700.00**

[illegible]

**Kim Simpson**

---

**From:** joepalmisano@bellsouth.net  
**Sent:** Saturday, October 25, 2008 9:39 AM  
**To:** Linda Malzone  
**Subject:** circuit city  
**Attachments:** Copy of CIRCUIT CITY INVOICE WK 1.xls

note \$ 25.00 each

-

Joe Palmisano  
Ferguson Cabling Corporation  
203 Orange Street  
Palm Harbor, FL 34683  
727-786-9473 (727-RUN-WIRE)  
727-812-1655 (Fax)  
954-600-4039 (CELL)

10/27/2008

**Ferguson Cabling Corporation**  
**203 Orange Street**  
**Palm Harbor, FL 34683**  
**Phone (727) 786-9473**  
**FAX (727) 812-1655**  
 indamalzone@tampabay.rr.com

# Invoice

Invoice Date	Invoice #
11/7/2008	3242

<b>Bill To</b>
Circuit City Home Builder Services 9954 Mayland Drive - DR3 4th Floor Richmond, VA 23233  <i>Amantula de Wise 11/7</i>

Work Order	Terms	Project
Mike Owcas	Net 30	ICON - Miami

Quantity	Description	Rate	Amount								
5	Panels - Tower II - Floor 40	55.00	275.00								
11	Panels - Tower II - Floor 41	55.00	605.00								
11	Panels - Tower II - Floor 42	55.00	605.00								
25	Connections - Tower II - Floor 50	25.00	625.00								
10	Panels - Tower III - Floor 39	55.00	550.00								
<table> <tr> <td><b>Scope of Work</b></td><td colspan="3">ICON Installation - W/E 11/9/08</td></tr> <tr> <td colspan="3"><b>Total</b></td><td><b>\$2,660.00</b></td></tr> </table>				<b>Scope of Work</b>	ICON Installation - W/E 11/9/08			<b>Total</b>			<b>\$2,660.00</b>
<b>Scope of Work</b>	ICON Installation - W/E 11/9/08										
<b>Total</b>			<b>\$2,660.00</b>								

**WK 3**[illegible]



**Ferguson Cabling Corporation**  
203 Orange Street  
Palm Harbor, FL 34683  
Phone (727) 786-9473  
FAX (727) 812-1655

lindamalone@tampabay.rr.com

# Invoice

Invoice Date	Invoice #
11/7/2008	3241

<b>Bill To</b>
Circuit City Home Builder Services 9954 Mayland Drive - DR3 4th Floor Richmond, VA 23233

*Received by Lisa 11/7*

Work Order	Terms	Project
Mike Owens	Net 30	ICON - Miami

Quantity	Description	Rate	Amount
64	Connections - Tower II - Floor 40	25.00	1,600.00
6	Panels - Tower II - Floor 40	55.00	330.00
64	Connections - Tower II - Floor 48	25.00	1,600.00
64	Connections - Tower II - Floor 49	25.00	1,600.00
58	Connections - Tower III - Floor 38	25.00	1,450.00
58	Connections - Tower III - Floor 39	25.00	1,450.00

Scope of Work ICON Installation - W/E 11/2/08

**Total \$8,030.00**

**WK 2**[illegible]

# Attachment

## B

**Circuit City Stores, Inc.  
Home Installation Services Agreement**

**COPY**

**1. Definitions**

- (a) This "Agreement" shall mean this Home Installation Services Agreement pursuant to which Contractor shall from time to time perform services.
- (b) "Ancillary Services" shall mean services that are not part of Customer's original Work Order, which a Customer may request be performed in order to facilitate completion of the Work Order.
- (c) "CCSI" shall mean Circuit City Stores, Inc. or any of its affiliates
- (d) "Contractor" shall mean the person or firm providing the Services set forth in a CCSI Work Order, to which the Terms and Conditions (these "Terms") set forth in this Agreement apply.
- (e) "Customer" shall mean CCSI's customer to whom Contractor will deliver and set up the Products.
- (f) "Damage Claim" shall mean any claim of damage to the Products or Customer Property that arises out of contractor's performance of the work or Ancillary Services.
- (g) "Days" shall mean calendar days.
- (h) "Distribution Site" shall mean CCSI's store, cross-dock, or distribution center located at any of the addresses set forth in Exhibit A.
- (i) "Products" shall mean consumer electronic products purchased from CCSI by a Customer and to be delivered to and installed in the Customer's home by Contractor, including but not limited to DirectTV hardware packages ("DTV"), other satellite systems, home theater installation packages ("HTI Packages"), home theater TV brackets and stands, projectors, satellite radio, standalone plasma televisions, ("Plasma TVs") and/or computer networking systems ("Networking Systems"), and combinations thereof.
- (j) "Regional Manager" shall mean the CCSI employee who manages Home Installations in a Service Area.
- (k) "Service Area" shall mean the geographic area specified in the Contractor Information Form, set forth as Exhibit A, in which Contractor is available to perform Work.
- (l) "Work" shall include all obligations, duties, requirements, and responsibilities, required for

the successful completion of the Work Order by Contractor, including furnishing of all supervision, labor, materials, equipment and other supplies, necessary to retrieve a Customer's purchased products from the Distribution Site and to transport those products and install them in Customer's home.

- (m) "Work Order" shall mean the document containing a description of the specific Work that CCSI needs done and that Contractor agrees to perform. Work Orders may be delivered in writing or electronically, via CCSI's operating system.
- (n) "Customer Property" shall mean any of a Customer's personal property not purchased in connection with the Work; includes Customer's existing consumer electronics products that may be the subject or part of a Work Order.

**2. Offer and Acceptance.** Commencement of performance pursuant to any Work Order constitutes acceptance of these Terms by Contractor. The Terms applicable to the Work Order may not be modified, superseded, or amended except in a writing signed by an authorized representative of CCSI. All Work performed shall only be upon the Terms, notwithstanding any terms contained in any quotation, acknowledgement, invoice, or other form of Contractor. Nothing in this Agreement shall be construed as an obligation by CCSI to assign a minimum number of Work Orders to Contractor.

**3. Responsibilities of Contractor.** At its own expense the Contractor shall:

- (a) Obtain and maintain any necessary federal, state and local licenses, permits and bonding required to conduct any of the Work that it is assigned;
- (b) provide competent supervision and control of its personnel;
- (c) take all precautions necessary to protect persons or property against injury or damage and be responsible for any such injury or damage as a result of his fault or negligence;
- (d) perform the Work diligently and without unnecessarily disturbing the contents of the Customer's home;
- (e) ensure that none of its employees or subcontractors whom it dispatches to perform the Work have been convicted of or plead guilty or no contest to any charges of criminal acts including, but not limited to, assault, battery, manslaughter, murder, rape, child molestation or pornography. Contractor shall provide copies of its agents' criminal background reports upon CCSI's request; and

(f) maintain access to the internet in order to participate in Astea billing and payment functions.

renewal of the insurance policy and annually thereafter, and (iii) upon reasonable request.

4. Subcontracts.

(a) Contractor shall not subcontract the Work hereunder without the prior written consent of CCSI, and any such subcontract without consent of CCSI, shall be null and void. If Contractor proposes to subcontract any of the Work, it shall submit to CCSI the name of each proposed Subcontractor(s), with the proposed scope of Work which its Subcontractor is to undertake, the CCSI shall have the right to reject any Subcontractor which it considers unable or unsuitable to satisfactorily perform the scope of the Work involved.

(b) Notwithstanding any consent by CCSI to a proposed subcontract, Contractor shall remain responsible for all subcontracted Work and services, and Contractor agrees it shall be as fully responsible to CCSI for the acts and omissions of its Subcontractors, their agents, representatives and persons either directly or indirectly employed by them as it is for the acts and omissions of person directly employed by Contractor. Contractor shall indemnify and hold CCSI harmless from and against any claims (threatened, alleged or actual) made by any Subcontractor for compensation, damages or otherwise, including any costs incurred by CCSI to investigate, defend or settle any such claim.

5. Insurance. Contractor shall maintain the following insurance with an insurance carrier authorized to do business in the United States and having a rating of "A-" or better by A.M. Best Company and a Financial Size Category of at least Class VIII: (a) a policy of commercial general liability insurance, covering liability arising from premises, operations (including ongoing operations), independent contractors, products - completed operations, personal injury, advertising injury and liability assumed under an insured contract, with limits of not less than \$1,000,000 each occurrence, <sup>1M</sup>\$2,000,000 general aggregate; (b) commercial auto liability insurance to include all owned, non-owned and hired vehicles, with limits of liability not less than \$2,000,000 each accident; (c) workers compensation insurance to the extent required by law and employer's liability insurance, with limits of at least \$100,000 each accident/disease; and (d) property insurance providing property of others in transit coverage. All policies except for (c) and (d) above shall name Circuit City Stores, Inc. as an additional insured or co-insured party. All certificates will provide for at least thirty (30) days written notice prior to cancellation of any insurance referred to under this Agreement. A certificate of insurance meeting the above requirements will be delivered to Agent (i) prior to the initial delivery of the Equipment, (ii) upon

6. Standard of Performance.

(a) The Work shall be performed by Contractor in a good and workmanlike manner and in accordance with the "White Glove" Standards of Performance published in the CCSI Operating System and described briefly in Exhibit B which is hereby incorporated by reference. Contractor shall, at its own expense, redo Work that does not comply with the Standards of Performance. Contractor hereby acknowledges that its repeated failure to meet any of the aforementioned standards may result in reduced opportunities to perform Work on CCSI's behalf.

(b) In the event that due to factors not known to CCSI at the time it scheduled a Customer's service, circumstances (e.g., older home, home design and layout, location of rewiring) exist that would require Contractor to perform preliminary labor (e.g.: wire fishing) and/or other Ancillary Services at an additional charge, Contractor shall inform Customer of the situation. If Customer is interested in having the Ancillary Services done in order to complete the Work, Contractor may perform them but shall remain liable for damages arising thereunder. In the event that Customer does not wish Contractor to perform the Ancillary Services and, as a result, Contractor cannot complete the Work Order, then Contractor shall so note that fact on the Work Order.

(c) With regard to DirecTV installations, Contractor hereby acknowledges the importance of correctly entering DTV Cam and Serial Number into CCSI's Operating System. Contractor is required to provide a faxed copy of the signed customer work order for every DirecTV installation. Further, Contractor acknowledges that its failure to do so will give rise to i) the postponement of Contractor's receipt of payment for the related Work and ii) an obligation to reimburse CCSI for additional costs and expenses that arise out of Contractor's failure to comply with the DirecTV recording requirements.

7. Form of Receipt. All Products received by Contractor shall be evidenced by the Work Order, signed by Contractor describing the Products to be delivered and installed. Contractor's signature on the Work Order shall be evidence that the Products were received in good condition. Contractor shall obtain an acknowledgement of delivery for all shipments by notation on the Work Order or Delivery Receipt, signed and dated by the Customer. A copy of the signed Work Order or Delivery Receipt must accompany Contractor's invoice to CCSI.

8. Indemnification. Contractor shall indemnify, defend and hold harmless CCSI from and against all claims and actions, and all expenses incidental to such claims

or action, based upon or arising out of damage to property or injuries to persons or other tortious or criminal acts caused or contributed to by Contractor or anyone acting under its direction or control or in its behalf in the course of its performance under this Agreement, and any claims filed by its workers/installers provided the Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability based upon the sole negligence of CCSI. Contractor shall be solely responsible to Customers for damages to Customer's property that arise out of Contractor's performance of Ancillary Services.

9. Taxes. Unless otherwise specifically provided in the Work Order, Contractor shall pay all sales and use taxes on labor, equipment, materials and personal property used or purchased for use in connection with the Work.

10. Laws, Ordinances and Work Rules. Contractor shall comply with all applicable federal, state and local laws, and regulations and ordinances applicable to the Work and shall fully indemnify, save harmless and protect CCSI, CCSI's successors, assigns, agents, customers, subsidiaries and affiliates, and agents and employees of all of them against any loss, claim liability damage, and expense arising from Contractor's actual or alleged noncompliance with such laws and regulations.

11. Charges and Payment. CCSI will pay Contractor for its completion of any Work Order in accordance with the then-current Installation Delivery Rate Schedule for Contractor's Service Area, as it may be modified by CCSI from time to time and published in CCSI's Operating System to which Contractor will have access.

12. Representations, Warranties, and Covenants.

Contractor represents, warrants and covenants that it (a) will comply with all applicable federal, state and local laws, rules and regulations in the performance of the Work; (b) it and any of its personnel (including permitted subcontractors) are properly licensed to perform all aspects of the Work in each jurisdiction and locality in which it might perform; and (c) has the power and authority to execute and perform the obligations required under this Agreement; and (d) its Work and all materials provided in the completion of the Work on shall be warranted, from the date the work is actually completed, for the period set forth in the Performance Standards or ninety (90) days. Furthermore, regarding each of the specific types of Work that Contractor might perform pursuant to this Agreement:

- (i) if Contractor provides DTV installation services, it represents Contractor and any of its agents or employees certified by the SBCA in satellite television

installation and have any additional licenses that may be required in the state(s) in which they perform Work;

- (ii) if Contractor installs DTV packages or Plasma TVs, it represents that Contractor and any of its agents have completed retrofitting certifications.
- (iii) Contractor will obtain certifications to do additional types of work, as requested by CCSI.
- (iv) Contractor covenants not to solicit CCSI's employees.

13. Risk of Loss; Claims.

(a) Contractor's duties and responsibilities with regard to any Work Order shall commence when Contractor takes possession and control of the Products or upon its acceptance of a Work Order by Contractor, whichever occurs first and shall end when the Customer signs the Work Order or the Delivery Receipt.

(b) Contractor agrees that, in the transportation and installation of any Products, it assumes the liability for full actual loss and such liability shall exist from the time of the receipt of said Products until the end of the applicable warranty period specified has been made.

(c) The measure of damages for lost or damaged Product shall be (i) for Products sold to a customer, the invoice price to the Customer.

(d) If an installation is refused by the Purchaser or if Contractor is unable to install the Products for any reason, Purchaser shall immediately contact CCSI by telephone or fax and request additional instructions regarding delivery or storage of the "on-hand" Products.

(e) Contractor shall notify CCSI immediately by telephone of any accidents, theft, hijacking or other events which impair the safe and prompt delivery of the Products.

(f) Contractor shall be financially liable for the resolution of Damage Claims that arise out of its performance of Work. CCSI shall process and resolve any Damage Claims filed by Customer arising out of Work performed by Contractor.

(g) In the event that CCSI must manage and resolve a Damage Claim, the following provisions shall apply:

- (i) Contractor will be liable to CCSI for amounts paid by CCSI or its insurer to resolve the Damage Claim (the "Repair Cost"). Additionally, to cover some of CCSI's costs incurred in processing the Damage Claim, Contractor shall be liable for an administrative fee equal to the greater of fifty dollars (\$50) or ten percent (10%) of the Repair Cost (the "Administrative Fee");

- (ii) CCSI shall have the right to immediately reduce or "set off" the amount payable to Contractor by the amount of any outstanding Repair Cost and Administrative Fee for which Contractor is liable;
- (iii) In the event that Contractor's accounts payable with CCSI are insufficient to reimburse CCSI for the Repair Cost and Administrative Fee, resulting in a deficiency (a "Deficiency"), CCSI shall notify Contractor, in writing, of the Deficiency and Contractor shall have thirty (30) days from the date of the Deficiency Notice to remit the balance of the Deficiency; and
- (iv) Contractor shall be liable to CCSI for attorneys' fees and related expenditures associated with its enforcement of its right to reimbursement for any unpaid Repair Costs, Administrative Fees, and/or Deficiencies.

14. Equal Employment Opportunity. Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, color, religion, sex or national origin. The Contractor shall comply with applicable laws, Executive Orders, and regulations concerning non-discrimination. Contractor further covenants to comply with federal employment verification rules and not hire unauthorized alien workers. Contractor shall indemnify CCSI from and against all claims and actions, based upon or arising out of Contractor's breach of either of these covenants.

15. Governing Laws/Disputes. Any dispute concerning any question of fact or law arising under the Work Order or these Terms, which is not disposed of by agreement between Contractor and CCSI shall be decided by a court of competent jurisdiction of the State of Virginia in accordance with the laws of Virginia.

16. Remedies. No remedy provided herein shall be deemed exclusive of any other remedy available at law or equity. All claims for monies due or to become due from CCSI shall be subject to deduction by CCSI for setoff or counterclaim arising out of this or any other of CCSI's Work Orders to Contractor.

17. Notice. All notices that either party is required or may desire to serve upon the other party shall be in writing and may be served personally, or by depositing the same in the mail, first-class, postage prepaid, certified and return receipt requested or, express mail addressed as shown below, unless a different address is designated in writing by such party:

If to CCSI:  
Circuit City Stores, Inc.  
9950 Mayland Drive  
Richmond, VA 23233-1464

With a copy to:  
Circuit City Stores, Inc.  
9950 Mayland Drive  
Richmond, VA 23233-1446

Attn: firedog Operations

Attn: Commercial Legal  
Department

If to CONTRACTOR:  
Ferguson Cabling Corporation  
203 Orange Street  
Palm Harbor, FL 34683

18. Confidentiality. Contractor acknowledges that these Terms and any information that Contractor has or will submit to Contractor in connection with these Terms or the Work Order may include CCSI's confidential and proprietary information including, but not limited to, Customers' addresses and telephone numbers that is technical or commercial in nature. Accordingly, Contractor hereby agrees that, other than disclosures that are necessary in order for Contractor to fulfill the terms of the Work Order, Contractor shall not disclose CCSI's confidential and proprietary information including, but not limited to, these Terms, information concerning the Work and any related goods covered by the Work Order or CCSI's use of such goods. Contractor shall defend and indemnify CCSI against any losses suffered by CCSI which arise out of the Contractor's breach of the foregoing covenant, that occur during the one (1) year period after the latest date on which Contractor provides goods to CCSI pursuant to the Work Order.

19. Miscellaneous.

(a) In performing any services hereunder, Contractor is, and undertakes performance thereof, as an independent contractor, with sole responsibility for all persons employed in connection therewith, including, without limitation, exclusive liability for the payment of all Federal, state and local unemployment and disability insurance and all Social Security and/or other taxes and contributions payable in respect to such persons.

(b) It shall be the Contractor's responsibility and obligation to oversee and supervise his/her installers. CCSI does not reserve the right to control the manner and means in which the installers work is done. Contractor shall handle all worker related issues and shall determine the wages and/or benefits payable to his/her workers.

(c) Except as otherwise agreed herein, neither party to this Agreement shall assign its interest or obligations herein, including, but not limited to, the assignment of any monies due and payable, without the prior written consent of the other party.

- (d) All notices that either party is required or may desire to serve upon the other party shall be in writing and may be served personally, or by depositing the same in the mail, first class postage prepaid, certified and return receipt requested, express mail, or via facsimile transmission addressed as shown below, unless a different address is designated in writing by such party.
- (e) No failure by either party to insist on performance of any term, condition, or instruction or to exercise any right or privilege included in this Agreement, and no waiver of any breach shall constitute a waiver of any other or subsequent term, condition, instruction, breach, right or privilege. If any portion of this Agreement is declared invalid by a court of competent jurisdiction, the remainder shall continue in force. The invalidated portion shall be replaced by a mutually agreed upon provision coming closest to the intention and terms of the stricken language.
- (f) This Agreement and any exhibits attached hereto contain the entire understanding between CCSI and Contractor with regard to the Services. This Agreement supersedes all prior and

contemporaneous agreements and communications and may not be modified or amended unless both parties agree in writing.

- (g) The provisions of this Agreement which by their nature are intended to survive the termination, cancellation, completion or expiration of the Agreement, including, but not limited to, any indemnification obligations, shall continue as valid and enforceable obligations of the parties notwithstanding any such termination, cancellation, completion or expiration. Contractor further agrees to indemnify CCSI against damages to and losses sustained by the CCSI as a result of Contractors' or any of its Affiliates', employees' or agents' breach(es) of the covenants and obligations set forth in Section 5 of this Agreement
- (h) This Agreement may be executed in two or more counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one original signature page to this Agreement.

The undersigned represent they are authorized representatives of the parties hereto and intend to be bound by these Terms.

CONTRACTOR NAME AND ADDRESS:

CIRCUIT CITY STORES, INC.  
9950 Mayland Drive, Richmond, Virginia 23233

By: Mark Ferguson

By: \_\_\_\_\_

Name: Mark A. Ferguson

Name: \_\_\_\_\_

Title: President

Title: \_\_\_\_\_

Date: 3-18-08

Date: \_\_\_\_\_



Exhibit A

CONTRACTOR INFORMATION FORM

Contact Information

Company Name:	Ferguson Cabling Corporation		
Contact Name:	Mark A. Ferguson	Contact Title:	President
Address:	203 Orange Street		
City:	Palm Harbor	State:	FL
Primary Phone:	727-786-9473	Zip:	34683
Alternate Phone 1:	727-642-6189	Alternate Phone 2:	
Fax Number:	727-812-1655		
Email Address (required):	lindamalzone@tampabay.rr.com		

Payment Information

Tax ID #:	86-1079034
-----------	------------

We will be doing <sup>MOU Cabling</sup> New Construction Capacity Information N/A

Hours Per Day:					Hours per Appointment Slot:		
Number of Appointments per Time Slot:							
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
9:00 AM-11:00 AM							
11:00 AM-1:00 PM							
2:00 PM-4:00 PM							
4:00 PM-6:00 PM							
6:00 PM-8:00 PM							

Skill Level Information

Please place a check next to the skills available at your Company:							
DTV	<input type="checkbox"/> HTI	<input type="checkbox"/> Plasma	<input type="checkbox"/> PC Services	<input type="checkbox"/> Builder	<input checked="" type="checkbox"/> Other	Structured Cabling, Voice, Data, Fiber	

Coverage Information

Please list the zip codes OR stores that your Installers will cover:		All of Florida except
Jacksonville; Louisville, Ky; Denver, CO		
47111 80501		
32571 - Panhandle FL		
33701 - Miami / Ft. Lauderdale		
What is your Base Zip Code:	34683 in FL - BASE	
Maximum Distance your Installers will travel between appointments:	Miles	
Maximum Distance your Installers can travel from your Base Zip:	Miles	

Exhibit A  
CIRCUIT CITY STORES, INC.

CONTRACTOR INFORMATION FORM

Contact Information

Company Name:	Ferguson Cabling Corporation		
Contact Name:	Mark A. Ferguson	Contact Title:	President
Address:	203 Orange Street		
City:	Talm-Harbor	State:	FL
Primary Phone:	727-786-9473	Zip:	34683
Alternate Phone 1:	727-642-6189	Alternate Phone 2:	
Fax Number:	727-812-1655		
Email Address (required):	lindamalzone@tampa.bay.rr.com		

Payment Information

Tax ID #:	86-1079034
-----------	------------

Capacity Information

Hours Per Day:							Hours per Appointment Slot:	
Number of Appointments per Time Slot:								
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	
9:00 AM-11:00 AM								
11:00 AM-1:00 PM								
2:00 PM-4:00 PM								
4:00 PM-6:00 PM								
6:00 PM-8:00 PM								

Capability Information

Please place a check next to the skills available at your Company:							
DirectTV	<input type="checkbox"/>	Home Theater	<input checked="" type="checkbox"/>	Flat Panel Wall Mounts	<input type="checkbox"/>	PC Services	<input type="checkbox"/>
Networking	<input checked="" type="checkbox"/>	Home Builder	<input type="checkbox"/>	Central Vac	<input type="checkbox"/>	Security	<input type="checkbox"/>
Drywall Repair	<input type="checkbox"/>	Other:					

Coverage Information

Please list the zip codes OR stores that your Installers will cover:		All of Florida except	
Jacksonville / Tallahassee, Ky / Denver CO			
+7111 / 80501			
32571 - FL Panhandle			
33701 - Miami / Ft. Lauderdale			
What is your Base Zip Code:	34683 - Base - Corp. Office		
Maximum Distance your Installers will travel between appointments:		Miles	
Maximum Distance your Installers can travel from your Base Zip:		Miles	

EXHIBIT B  
Standards of Service

1. CONTRACTOR shall perform all customer services based on these standards:
  - a) All service team members will show a Picture ID badge when first greeting the customer
  - b) Never park in the customer's driveway.
  - c) Always review the ticket and explain the complete installation process before the installation is begun.
  - d) Always make sure that the customer agrees with the location you will be installing products.
  - e) All services will be performed within the 2 hour time window communicated to the customer. If the time promised cannot be met, the customer must be notified by the Contractor before the appointment time.
  - f) Services will be performed if an adult 18 years or older is present and can sign for merchandise
  - g) Accessories and cables purchased by the customer will be used in the hook up process
  - h) Customer's home will be protected by the use of blankets, floor runners and shoe covers (provided by CONTRACTOR)
  - i) Wear surgical gloves while installing in-wall or on-wall equipment to protect the customer's walls.
  - j) Never borrow a customer's tools, ladders, or vacuum.
  - k) All packing materials and cartons will be removed from the customer's home
  - l) Always vacuum the areas where work was performed.
  - m) Give the customer a complete demonstration of the system including remotes, the product, and answering any questions they may have.
  - n) If the customer is not at home, the service team will wait at least 15 minutes for their arrival
  - o) After 15 minutes, the service team will tag the door with a notification card detailing what time they were there and provide a call back number for the customer
  - p) All efforts will be made to return to not at home customer and accomplish the service that same day
2. DRESS CODE STANDARDS: CONTRACTOR will insure that all service team members adhere to the following standards of dress while on the customer's property or at a CCSI location:
  - a) Jewelry that may pose a safety concern or is offensive in nature is not permitted,
  - b) Visible piercing jewelry with the exception of earrings is not permitted. No more than three earrings per ear are allowed,
  - c) No buttons, hats, ribbons, pins or other insignia other than those pre-approved by CCSI,
  - d) Shirts must be tucked in at all times,
  - e) No denim pants or denim shorts are allowed, and
  - f) Footwear must be puncture resistant and anti-slip with heels.
3. EQUIPMENT AND PERSONNEL: CONTRACTOR shall provide trucks, all necessary equipment (floor runners, shoe covers, blankets, hand trucks, picture ID Badges etc...) shop vac, drivers, helpers, and other personnel to perform the Work.
4. CIRCUIT CITY NAME AND LOGO: CONTRACTOR'S vehicles may display CIRCUIT CITY'S logo or other signage. At CIRCUIT CITY'S sole option but at CONTRACTOR' expense, CONTRACTOR' personnel may wear such uniforms as may be designated by CIRCUIT CITY. Any use by CONTRACTOR of CIRCUIT CITY'S name, logo or other proprietary right of CIRCUIT CITY is expressly conditioned upon the parties' execution of a License Agreement and any such use by CONTRACTOR shall conform strictly to the terms of the License Agreement
5. STORE VISITS AND TRAINING: CONTRACTOR will be required to visit stores and conduct in-store training to promote sales and improve customer satisfaction according to the needs determined by CCSI.
6. DAYS AND HOURS OF OPERATION: CONTRACTOR shall provide availability for 7 days per week from 8 AM to 6 PM local time with additional hours available as needed. CONTRACTOR shall observe a holiday schedule defined by CCSI and be available to provide service on holidays upon request.

### Installer Information:

Please list the Installers at your Company that are authorized to perform work for Circuit City Stores, Inc.:

Full First Name (no nicknames please)	Full Last Name	SBCA #
Joe	Palmsano	
Andres	De Moya	
Anel	Zalazar	
Robert	Morano	
Mike	Ferguson	
Mark	Ferguson	
Tan	Hatten	
Mike	May	
Eric	Jackson	
Brian	Whitehead	
Ben	Derry	
Darrin	Marvray	
John	McGill	
Jon	Johnson	
Mike	Collins	
William	Fuller	
Robert	McMillan	
Aaron	Ash	
Charles	Beal	
Geoff	Hudson	
Justin	Palmer	
Matt	Gonzales	
Steve	Corbett	
Sam	Nash	
Gray	Haralson	
Shereka	Ferguson	

# Attachment

C

Ferguson Cabling Corporation

# Invoice

203 Orange Street  
Palm Harbor, FL 34683  
Phone (727) 786-9473  
FAX (727) 812-1655  
admin1@fergusoncabling.com

Invoice Date Invoice #  
7/29/2008 2805

**PAID**

## Bill To

Circuit City  
Home Builder Services  
9954 Mayland Drive - DR3  
4th Floor  
Richmond, VA 23233

Work Order

Terms

Project

Net 30

ICON - Miami

Quantity	Description	Rate	Amount
65	Locations - Floor 55 - Tower II	25.00	1,625.00
11	Water - Floor 55 - Tower II	15.00	165.00
11	Door - Floor 55 - Tower II	15.00	165.00
11	Keypad - Floor 55 - Tower II	15.00	165.00
65	Locations - Floor 56 - Tower II	25.00	1,625.00
11	Water - Floor 56 - Tower II	15.00	165.00
11	Door - Floor 55 - Tower II	15.00	165.00
11	Keypad - Floor 55 - Tower II	15.00	165.00

Scope of Work ICON Installation - Week 18  
Installations completed week ending  
07/27/08

**Total \$4,240.00**

**wk 18**[illegible]

# Attachment

## D



**Kim Simpson**

**From:** Keila Carrasco [KCarrasco@kcccllc.com]  
**Sent:** Wednesday, September 09, 2009 1:33 AM  
**To:** lindamalzone@tampabay.rr.com  
**Subject:** Re: Response to your Circuit City Web Inquiry

Dear Mr. Ferguson,

Unfortunately, there is no way to predict the timeframe in which you may be paid. Currently, claims are still being processed and the treatment of your claim will be determined by the Debtor(s) and their counsel at a later date. On August 24, 2009, Circuit City filed their Disclosure Statement and a Joint Plan of Liquidation. A hearing is scheduled for September 22, 2009 where the Bankruptcy Judge will determine whether the Disclosure Statement can be approved. If approved, it must then be voted on for acceptance by creditors and be confirmed by the Bankruptcy Judge before approved claims can be paid out. A number of other factors can affect the progression of the case. To monitor the case, please visit our website at [www.kcccllc.net/circuitcity](http://www.kcccllc.net/circuitcity). Please let me know if you have further questions or call the Circuit City Restructuring line at (888) 830-4650.

Regards,

**Keila Carrasco**  
Kurtzman Carson Consultants, LLC  
2335 Alaska Avenue  
El Segundo, CA 90245  
Tel: 310-823-9000  
Fax: 310-776-8342  
[kcarrasco@kcccllc.com](mailto:kcarrasco@kcccllc.com)  
[www.kcccllc.com](http://www.kcccllc.com)

**Full Name:** Mark A Ferguson  
**Organization:** Ferguson Cabling Corporation **Street Address 1:** 203 Orange Street **Street Address 2:**  
**City:** Palm Harbor  
**State:** FL  
**Zip:** 34683  
**Email Address:** lindamalzone@tampabay.rr.com  
**Phone:** 727-786-9473  
**Fax:** 727-812-1655  
**Relationship to Debtor:** Creditor

What is the plan/timeline for payments to creditors? We are a small business, and \$13K is a lot of money for us. Thank you.

**DISCLAIMER:**

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9/9/2009